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11 ETSY, INC.

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 AS YOU SOW, a 501(c)(3) non-profit
15 corporation,

16 Plaintiff,

17 v.
18

19 ETSY, INC. and DOES 1-20, inclusive,

20 Defendants.

Case No: Case No.: 24-cv-04203-SK

**DECLARATION OF DANIEL SAAD IN
SUPPORT OF DEFENDANT ETSY,
INC.'S MOTION TO COMPEL
ARBITRATION, OR IN THE
ALTERNATIVE, TRANSFER VENUE**

Judge: Hon. Sallie Kim

Date: August 26, 2024

Time: 9:30 a.m.

Location: Courtroom C, 15th Floor

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25 **DECLARATION OF DANIEL SAAD IN SUPPORT OF DEFENDANT ETSY, INC.'S
MOTION TO COMPEL ARBITRATION OR TRANSFER VENUE**

Case No.: 24-cv-04203-SK

DECLARATION OF DANIEL SAAD

I, Daniel Saad, hereby declare as follows:

1. I am the Director of Engineering, App Enablement, at Etsy, Inc. (“Etsy”), where I have been employed for nearly five years, and my background is in information technology.

2. I have personal knowledge about the organization and operations of Etsy and the website and applications (“apps”) it operates, related to the facts discussed in this declaration. The matters set forth below are based upon my personal knowledge or my review of business records created and maintained by Etsy in the course of the company’s regularly conducted business activity.

If called as a witness, I could and would testify to the matters set forth below.

I. Registering for an Account on Etsy, Signing into the Account, and Making a Purchase All Require Agreeing to Etsy’s Terms of Use

3. In this declaration, I describe how a user registers for an Etsy account, signs into the account, and makes a purchase from a third-party seller through Etsy’s platform. These processes have been in place since September of 2023. The screenshots included below are identical to what users of Etsy’s website would have seen in September of 2023 through the present.

A. Account Registration

4. To create an account and register on the Etsy website, a user selects “Sign In” on the top right of Etsy’s home page (or most other Etsy pages). This brings the user to a pop-up window where the user can create an account using existing Google, Facebook, or Apple credentials, or can click “Register” to create an account with an e-mail address.

5. The pop-window states: “By clicking Continue with Google, Facebook, or Apple, you agree to Etsy’s Terms of Use and Privacy Policy.” Both the phrases “Terms of Use” and “Privacy Policy” are underlined hyperlinks. An example image is shown below:

Create your account

Registration is easy.

Email address *


First name *


Password *


By clicking Continue with Google, Facebook, or Apple, you agree to Etsy's [Terms of Use](#) and [Privacy Policy](#).

Register

OR

 **Continue with Google**

 **Continue with Facebook**

 **Continue with Apple**

Etsy may send you communications; you may change your preferences in your account settings. We'll never post without your permission.

6. Clicking on “Terms of Use” directs the user to <http://www.etsy.com/legal/terms-of-use>.

7. When a user completes registration, the date and time the user completed registration (and thus agreed to Etsy's Terms of Use) is captured in Etsy's internal records and kept in the ordinary course of business as the User's "Joined" date.

B. Account Sign-In

8. Each time a user signs in, they are prompted with a pop-up window requiring that they enter the credentials. The pop-up window states: "By clicking Sign In, Continue with Google, Facebook, or Apple, you agree to Etsy's Terms of Use and Privacy Policy." An example image is below:

Back-to-School Savings Home Favorites Fashion Finds Registry

Sign in [Register](#)

Email address

Password

☒ Stay signed in [Forgot your password?](#)

Sign in

[Trouble signing in?](#)

OR

Continue with Google

Continue with Facebook

Continue with Apple

By clicking Sign in, Continue with Google, Facebook, or Apple, you agree to Etsy's [Terms of Use](#) and [Privacy Policy](#).

Etsy may send you communications; you may change your preferences in your account settings. We'll never post without your permission.

9. The date and time that a user signs into their account is captured by Etsy's system and kept in its internal records in the ordinary course of business.

C. Product Purchase

10. When a user wishes to purchase a product from a third-party seller through Etsy's website, they add that item to their cart and then proceed through a series of screens where they input their address and payment information.

11. A user may opt to pay by credit card or via other forms of electronic payment such as “Google Pay.”

12. After adding address and payment information, the user is taken to a “Review” screen containing the details of their order.

13. To pay for the order, the user must click a payment button. The nature of the payment button depends on the type of payment selected. For example, in the example image below, the user has selected “Google Pay:”

**Order summary**

Item(s) total	\$19.54
Shipping	\$9.37
Sales tax	\$0.54

Order total (2 items)	\$29.45
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By clicking the Google Pay button, you agree to Etsy's [Terms of Use](#) and [Privacy Policy](#).

14. Directly below the payment button, the user is informed that by clicking on the payment button, “you agree to Etsy’s Terms of Use and Privacy Policy,” as shown above.

II. Etsy’s Records Regarding Greenfire Law Users

15. I reviewed Etsy’s records concerning three users who registered with Etsy, signed into Etsy, and purchased products from third-party sellers on Etsy: (i) user “oryh2fk0v9dtjgn1;” (ii) user “6swxt4jxja5tv8zc;” and (iii) user “ysbgcn2dx5rn05bx.” These records were created at or near the time of the events described in my declaration, and are kept in the ordinary course of Etsy’s business.

1 16. As I explain below, these records show the dates that each of these users registered
2 for an Etsy account and made purchases on Etsy, and show that each of these users navigated the
3 registration, sign-in, and product purchase pages as I explain above.

4 **A. Etsy's Records Regarding User "oryh2fk0v9dtjgn1"**

5 17. Etsy's records show that on September 15, 2023, a user with the username
6 "oryh2fk0v9dtjgn1" registered for an account with Etsy.

7 18. User "oryh2fk0v9dtjgn1" created their account through Etsy's website.

8 19. Specifically, user "oryh2fk0v9dtjgn1" created their account by clicking the
9 "Continue with Google" button in the registration pop-up window.

10 20. Above the button "Continue with Google," language stating "By clicking Continue
11 with Google, Facebook, or Apple, you agree to Etsy's Terms of Use and Privacy Policy"
12 appeared, as shown above. The Terms of Use and Privacy Policy were both hyperlinked, as
13 shown above.

14 21. The full name provided by user "oryh2fk0v9dtjgn1" in their registration was
15 "Karishma Goswami."

16 22. The email provided by user "oryh2fk0v9dtjgn1" had a "greenfirelaw.com" domain
17 name.

18 23. User "oryh2fk0v9dtjgn1" created their account from a specific IP address,
19 recorded in Etsy's records, located in Berkeley, California.

20 24. Between September 20, 2023, and January 24, 2024, user "oryh2fk0v9dtjgn1"
21 purchased the following products:

- 22 a. "Faiza Beauty Cream From Pakistan 100% Authentic Freshly Made" on
23 September 20, 2023;

- b. A second purchase of “Faiza Beauty Cream From Pakistan 100% Authentic Freshly Made” on September 20, 2023;
- c. “Caro white Lightening Beauty Lotion” on January 13, 2024;
- d. “Parley Goldie Cosmetics original anti blemish cream” on January 24, 2024;
- e. “La Unica Cream Casa Botanica” on January 24, 2024.

25. In making these purchases, user “oryh2fk0v9dtjgn1” navigated to a payment page and was informed that by clicking on the payment button, “you agree to Etsy’s Terms of Use and Privacy Policy,” as shown above. In total, Ms. Goswami clicked her agreement to Etsy’s Terms of Service at least six times.

26. The name and shipping address provided for these purchases was “Rachel Doughty,” in Berkeley, California.

27. User “oryh2fk0v9dtjgn1” did not contact Etsy to opt out of arbitration.

B. Etsy’s Records Regarding User “6swxt4jxja5tv8zc”

28. Etsy’s records show that on September 20, 2023, a user with the username “6swxt4jxja5tv8zc” registered for an account with Etsy.

29. User “6swxt4jxja5tv8zc” created their account through Etsy’s website.

30. Specifically, user “6swxt4jxja5tv8zc” created their account by clicking the “Continue with Google” button in the registration pop-up window.

31. Above the button “Continue with Google,” language stating “By clicking Continue with Google, Facebook, or Apple, you agree to Etsy’s Terms of Use and Privacy Policy” appeared, as shown above. The Terms of Use and Privacy Policy were both hyperlinked, as shown above.

32. The full name provided by user “6swxt4jxja5tv8zc” in their registration was “green planet.”

33. In connection with the creation of their account, user “6swxt4jxja5tv8zc” also created a seller “shop” on Etsy’s website titled “MercuryDistributor #46979235.”

34. User “6swxt4jxja5tv8zc” created their account from the same IP address as user ““oryh2fk0v9dtjgn1.”

35. On the day user “6swxt4jxja5tv8zc” created their account, they purchased “3 pcs (Faiza)original made in Pakistan.”

36. In making these purchases, user “6swxt4jxja5tv8zc” navigated to a payment page and was informed that by clicking on the payment button, “you agree to Etsy’s Terms of Use and Privacy Policy,” as shown above. To complete these actions, this user clicked their agreement to Etsy’s Terms of Use twice.

37. The name and shipping address provided for these purchases was “Rachel Doughty,” in Berkeley, California; the same name and address as used by user “oryh2fk0v9dtjgn1.”

38. User “6swxt4jxja5tv8zc” did not contact Etsy to opt out of arbitration.

C. Etsy’s Records Regarding User “ysbgcn2dx5rn05bx”

39. Etsy’s records show that on January 9, 2024, a user with the username “ysbgcn2dx5rn05bx” registered for an account with Etsy.

40. User “ysbgcn2dx5rn05bx” created their account through Etsy’s website.

41. Specifically, user “ysbgcn2dx5rn05bx” created their account by clicking the “Continue with Google” button in the registration pop-up window.

1 42. Above the button “Continue with Google,” language stating “By clicking Continue
2 with Google, Facebook, or Apple, you agree to Etsy’s Terms of Use and Privacy Policy”
3 appeared, as shown above. The Terms of Use and Privacy Policy were both hyperlinked, as
4 shown above.

5 43. The full name provided by user “ysbgcn2dx5rn05bx” in their registration was
6 “Jane Doe.”

7 44. User “ysbgcn2dx5rn05bx” created their account from the same IP address located
8 in Berkeley, California as the prior two users discussed.

9 45. On the day user “ysbgcn2dx5rn05bx” created their account, they purchased the
10 following products:

- 11 a. “Due beauty face Cream, Creme”
- 12 b. “Magia Blanca de Michelle Marie”
- 13 c. “Crema Blanqueadora”
- 14 d. “Snow White Blemish and Anti-Aging Night Cream 50 ml”

15 46. In making these purchases, user “ysbgcn2dx5rn05bx” navigated to a payment page
16 and was informed that by clicking on the payment button, “you agree to Etsy’s Terms of Use and
17 Privacy Policy,” as shown above. To complete these actions, Ms. de la Fuente agreed to Etsy’s
18 Terms of Use twice.

19 47. The name listed for the purchases was Nuria de la Fuente, and the shipping
20 address was in Berkely, California.

21 48. User “ysbgcn2dx5rn05bx” did not contact Etsy to opt out of arbitration.
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23
24

1 **III. Etsy's Terms and Conditions as of September 2023 and January 2024**

2 49. The Internet Wayback Machine is a long-standing archive of internet web pages
3 going back more than a decade, which "captures" and archives pages as they were at a particular
4 time when visited by a user participating in the Wayback Machine's archival program. Many
5 pages from Etsy.com, as well as other sites, have been archived on the Wayback Machine.

6 50. Attached as **Exhibit A** is a true and correct copy of Etsy's Terms of Use as they
7 appeared in September of 2023.

8 51. Attached as **Exhibit B** is a true and correct copy of Etsy's Terms of Use as they
9 appear today.

10 52. I reviewed these Terms of Use and confirmed, based upon my review of Etsy's
11 records kept in the course of regularly conducted business, that Section 11 of Etsy's Terms of Use
12 has not changed between September of 2023 and the date of this Declaration.

13
14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct.

16
17 DATED: July 18, 2024

18 
Daniel Saad

Exhibit A

[Sign in](#)

Our House Rules

Get to know Etsy's legal terms and policies

[Our House Rules](#) / [Terms of Use](#)

Terms of Use



Welcome to Etsy. We're so glad you're here. Make yourself comfortable and have a good time, but please follow our house rules.

This policy was published on June 15, 2023 and will take effect on July 24, 2023. The previous version of this policy can be viewed [here](#).

Please note that Section 11 of the Terms below contains a binding arbitration agreement and class action waiver for users in North and South America. By agreeing to the Terms, you and Etsy agree to submit any disputes between us exclusively to individual arbitration and not to sue in court, except in the limited circumstances described below.

1. [Accepting These Terms](#)
2. [Those Other Documents We Mentioned](#)
3. [Your Privacy](#)
4. [Your Account with Etsy](#)
5. [Your Content](#)
6. [Your Use of Our Services](#)
7. [Termination](#)
8. [Warranties and Limitation of Liability \(or the Things You Can't Sue Us For\)](#)
9. [Indemnification \(and What Happens If You Get Us Sued\)](#)
0. [Disputes with Other Users](#)
 1. [Arbitration and Dispute Resolution Agreement \(North and South America\)](#)
 2. [Dispute Resolution \(Rest of World\)](#)
 3. [Changes to the Terms](#)
 4. [Some Finer Legal Points](#)
 5. [Contact Information](#)

1. Accepting These Terms

This document and the other documents that we reference below make up our house rules, or what we officially call our Terms of Use (the "Terms" for short).

The Terms are a legally binding contract between you and Etsy. If you live in North America or South America, the contract is between you and Etsy, Inc.; if you live elsewhere, the contract is between you and Etsy Ireland UC, a subsidiary of Etsy, Inc. We'll just refer to Etsy, Inc. and all of its subsidiaries collectively as "Etsy."

Please note that Section 11 contains an arbitration clause and class action waiver, applicable to users in North and South America, and explains how to opt out of arbitration. **Unless you validly opt out, you agree to resolve any disputes with Etsy exclusively through binding individual arbitration, with only limited exceptions. This means you and Etsy are waiving the right to sue in court, have a trial by jury, or participate in a class or representative action. Please read this Section carefully, as it affects your rights.**

This contract sets out your rights and responsibilities when you use Etsy.com, Pattern by Etsy, our mobile apps, and the other services provided by Etsy (we'll refer to all of these collectively as our "Services"), so please read it carefully. By using any of our Services (even just browsing one of our websites or apps), you're agreeing to the Terms. If you don't agree with the Terms, you may not use our Services. Agree with us? Great, read on!

2. Those Other Documents We Mentioned

Etsy's Services connect people around the world, both online and offline, to make, sell, and buy unique goods. Here's a handy guide to help you understand the specific rules that are relevant for you, depending on how you use the Services:

Our House Rules for Everyone. If you use any of our Services, you agree to these Terms, our [Privacy Policy](#), and our [Anti-Discrimination Policy](#).

Our House Rules for Sellers. If you list any items for sale through our Services, these policies apply to you. You can read them [here](#).

Our House Rules for Buyers. If you use our Services to browse or shop, these policies apply to you. You can read them [here](#).

Our House Rules for Third Parties. These policies apply to [intellectual property owners](#), [Etsy API users](#), [affiliates](#), and [anyone requesting information from Etsy](#).

Search and Advertising Ranking Disclosures. [This](#) is a concise summary of how Etsy organizes search results and advertising results that could include Your Content.

All of these policies are a part of our Terms, so be sure to read the ones that are relevant for you. Of course, you'll still want to read the rest of this document because it applies to everyone!

3. Your Privacy

We know your personal information is important to you, so it's important to us. Our [Privacy Policy](#) details how your information is collected, used and shared when you use our Services. By using our Services, you're also agreeing that we can process your information in the ways set out in the Privacy Policy, so please read it [here](#).

Both Etsy and sellers process members' personal information (for example, buyer name, email address, and shipping address) and are therefore considered separate and independent data controllers of buyers' personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a seller accidentally discloses a buyer's name and email address when fulfilling another buyer's order, the seller, not Etsy, will be responsible for that unauthorized disclosure.

If, however, you (as a seller) and Etsy are found to be joint data controllers of buyers' personal information, and if Etsy is sued, fined, or otherwise incurs expenses because of something that you did (or failed to do) as a joint data controller of buyer personal information, then you agree to defend and indemnify Etsy in accordance with [Section 9](#) below.

4. Your Account with Etsy

You'll need to create an account with Etsy to use some of our Services. Here are a few rules about accounts with Etsy:

A. You must be 18 years or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 years are not permitted to use Etsy or the Services. You are responsible for any and all account activity conducted by a minor on your account, and there may be commercial products or services available that you may want to consider to limit a minor's access to material online. For more information, see Etsy's [Minors Policy](#).

B. Be honest with us. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

C. Choose an appropriate name. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone's intellectual property rights, or otherwise violates the Terms.

D. You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose financial information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.

E. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure. [Here's a Help article on how to make your account more secure.](#)

F. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and Etsy.

G. Cases and Appeals. To participate in our case system (as described in Section 10), or to appeal an action by Etsy, you must have an account.

[This detailed Help article](#) should answer any questions you may have about registering an account with Etsy.

5. Your Content

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it, which includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.

B. Permission to Use Your Content. By posting Your Content through our Services, you grant Etsy and, as authorized by Etsy in its sole discretion, third parties, a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help Etsy function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote it. For example, you acknowledge and agree Etsy may offer you or Etsy buyers promotions on the Site, from time to time, that may relate to your listings or other listings on Etsy.

C. Rights You Grant Etsy. (Here's the legalese version of the last section). By posting Your Content, you grant Etsy and, as authorized by Etsy in its sole discretion, third parties, a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote Etsy, your Etsy shop, other shops and listings, or the Services in general, in any formats and through any channels, including across any Etsy Services, our partners, or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using Your Content. You also recognize our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information.

That sounds like a lot, but it's necessary for us to keep Etsy going. Consider these examples: if you upload a photo or video of a listing on your Etsy shop, we have permission to display it to buyers, and we can resize or enhance it so it looks good to a buyer using our mobile app; if you post a description in English, we can translate it into French so a buyer in Paris can learn the story behind your item; and if you post a beautiful photo or video of your latest handmade necklace, we can feature it— often along with your shop name and shop picture— on our homepage, in one of our blogs or even on a billboard to help promote your business and Etsy's.

D. Reporting Unauthorized Content. Etsy has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please follow the steps listed in our [Intellectual Property Policy](#). If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive a report of infringement that complies with our policies, or terminating your account if you are found to be a repeat infringer. We'll notify you if any of that happens.

E. Inappropriate, False, or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on Etsy's Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our [Prohibited Items Policy](#), [Community Policy](#), or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

6. Your Use of Our Services

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires, and to meet applicable legal requirements in applicable jurisdiction(s). This includes the sale and delivery of your items, such as age verification upon delivery, where required by law. You may not sell anything that violates any laws; you must comply with our [Sanctions Policy](#), and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against Etsy, another Etsy user, or a third party.

B. Pay Your Bills. You are responsible for paying all fees that you owe to Etsy. Except as set forth below, you are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services. Where applicable, Etsy will calculate, collect and remit value-added tax or VAT and sales tax. Some countries may refer to VAT using other terms, e.g. Goods and Services Tax (GST), but we'll just refer to VAT, GST, and any local sales taxes collectively as "VAT." Please see [this FAQ](#) and our [Fees & Payments Policy](#) for more information on taxes, including details on the taxes Etsy collects and remits from the buyers. Your fees, bills, taxes, and how you can pay them are fully explained in our [Fees & Payments Policy](#).

C. Don't Steal Our Stuff. You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services (including both Etsy Intellectual Property and Seller Content) without our express permission.. If you want to use our API, please follow our [API Terms of Use](#).

D. Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus, excessive requests to our site or platform, or other harmful computer code.

E. Follow Our Trademark Policy. The name "Etsy" and the other Etsy marks, phrases, logos, and designs that we use in connection with our Services (the Etsy Trademarks), are trademarks, service marks, or trade dress of Etsy in the US and other countries. If you'd like to use our trademarks, you agree to follow our [Trademark Policy](#).

F. Share Your Ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any ideas or other materials you submit to Etsy (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

G. Talk to Us Online. From time to time, Etsy will provide you with certain legal information in writing. By using our Services, you're agreeing to our [Electronic Communications Policy](#), which describes how we provide that information to you. It says that we can send you information electronically (such as by email) instead of mailing you paper copies (it's better for the environment), and that your electronic agreement is the same as your signature on paper.

7. Termination

Termination By You. We'd hate to see you go, but you may terminate your account with Etsy at any time from your account settings. You can find more information in this [Help article](#). Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By Etsy. We may terminate or suspend your account (and any accounts Etsy determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our websites or mobile apps. Generally, Etsy will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or Etsy terminate your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services Etsy reserves the right to change, suspend, or discontinue any of the Services for you, any or all users, at any time, for any reason, including those laid out in Etsy's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

8. Warranties and Limitation of Liability (or the Things You Can't Sue Us For)

Items You Purchase. You understand that Etsy does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent sellers, so Etsy cannot and does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release Etsy from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

Content You Access. You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Etsy is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With. You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person. [This Help article](#) has some good advice about handling in-person meetings.

Third-Party Services. Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Etsy is not a party to those agreements; they are solely between you and the third party.

Gift Cards and Promotions. You acknowledge that Etsy does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

WARRANTIES. ETSY IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER ETSY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES) SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL ETSY'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF: (A) \$100, (B) ANY AMOUNTS DUE UNDER THE ETSY PURCHASE PROTECTION PROGRAM UP TO THE PRICE YOU PAID FOR AN ITEM SOLD BY A THIRD PARTY ON ETSY (INCLUDING ANY APPLICABLE SALES TAX) AND ITS ORIGINAL SHIPPING COSTS, OR (C) THE AMOUNT YOU PAID ETSY IN FEES IN THE PAST 12 MONTHS PRIOR TO ANY ACTION GIVING RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification (and What Happens If You Get Us Sued)

We hope this never happens, but if Etsy gets sued or receives a claim, notice, or demand because of something that you did (or failed to do), you agree to defend and indemnify us. That means, without limitation, you'll defend, reimburse, compensate, and hold Etsy (including any of our employees, officers, directors, agents, subsidiaries, and affiliates) harmless from any allegation, claim, demand, lawsuit, loss, liability, or expense of any kind (including reasonable attorneys' fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, items you buy or sell through the Services, and/or your actual or alleged violation of any law or any third party's rights. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

10. Disputes with Other Users

If you find yourself in a dispute with another user of Etsy's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Case System. Buyers and sellers who are unable to resolve a dispute related to a transaction on our websites or mobile apps may participate in our case system with a registered account. You can find details about the case system in [this Help article](#). In our sole discretion, Etsy will attempt to help you resolve disputes in good faith, but we will not make judgments or determinations regarding legal issues or claims. Etsy has no obligation to resolve, or to assist in resolving, any disputes.

Release of Etsy. You release Etsy from any claims, demands, and damages arising out of disputes with other users or third parties.

11. Arbitration Agreement and Class Action Waiver

If you're upset with us, let us know, and we'll work together in good faith to resolve your issue. But if we can't work it out, then you and Etsy (including our employees, officers, directors, agents, subsidiaries, and affiliates) agree to submit our disputes exclusively to binding individual arbitration, and we won't sue each other in court before a judge or jury, except in the limited circumstances described below.

This Section 11 (which we'll also refer to as the "Arbitration Agreement" or "Agreement") applies only if you are a user in North or South America, and applies to the fullest extent allowable by law.

Please read this Section carefully, as it affects your rights.

A. Disputes that We'll Arbitrate. You and Etsy agree to mandatory individual arbitration for all claims arising from or relating to the Services, these and prior versions of the Terms, any products, data, or content bought, sold, offered, accessed, displayed, transmitted, or listed through the Services, and actions or statements by Etsy or its users, in each case including disputes that arose before the effective date of these Terms (each, a "**Dispute**"). The exception is that we each may (1) bring qualifying individual claims in "small claims" court, so long as those claims remain in small claims court; and (2) seek injunctive relief in court for infringement or misuse of intellectual property rights (like trademarks, copyrights, and patents). **All other Disputes must be arbitrated, which means you and Etsy are each waiving your right to sue in court and have a court or jury trial.**

B. Class and Representative Action Waiver. You and Etsy agree that each of us may bring claims against the other **only on an individual basis, and not on a class, representative, or collective basis (and we each waive any right we have to bring such claims)**. We each may only seek or obtain individualized relief, and, except as provided in Section 11.F (Batch Arbitration), disputes between us cannot be arbitrated or consolidated with those of any other person or entity. If a court (after exhaustion of all appeals) decides that any part of this Section 11.B is unenforceable as to a particular claim or request for relief (e.g., public injunctive relief), then solely that particular claim or request for relief shall be severed from the arbitration and may be litigated in court (but only after the arbitrator issues an award on the arbitrable claims and remedies).

C. Informal Dispute Resolution. Before filing an arbitration, you and Etsy will try in good faith to resolve any Dispute informally. To start the dispute process, you must send an individualized written notice ("Notice of Dispute") to disputeresolution@etsy.com that includes (1) your name, phone number, username and shop name (if applicable), and email address for your account, and (2) a description of the Dispute and how you'd like it resolved. If Etsy has a Dispute with you, we will send a Notice of Dispute with the same information to the email address for your account. Once a complete Notice of Dispute has been received, the recipient has 60 days to investigate the claims. If either side requests a settlement conference during this period, then you and Etsy must cooperate to schedule that meeting by phone or videoconference. You and Etsy each will personally participate and can each bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the notice is received until the later of (i) 60 days, or (ii) after a timely requested settlement conference is completed ("Informal Resolution Period"). An arbitration cannot be filed until the Informal Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this Section.

D. Arbitration Rules and Procedures. To initiate arbitration, either you or we must file an arbitration demand with the American Arbitration Association ("AAA"). You may serve Etsy with any arbitration demand by mail to: Etsy, Inc. c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801. If Etsy has a dispute with you, we will send an arbitration demand to the email address for your account. If the AAA cannot or will not administer the arbitration in accordance with Section 11, you and we will select another provider (and if we can't agree, a court will choose the provider).

The arbitration will be conducted in the English language by a single arbitrator. The arbitration hearing (if any) will be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. If an in-person hearing is required, it will be held in the county where you live (for US residents), New York County, New York (for non-US residents), or as determined by the arbitrator (in the case of Batch Arbitration).

The arbitration will be decided under AAA's [Consumer Arbitration Rules](#), as modified by this Agreement. But if you are using the Services as a business and either your or Etsy's claims exceed \$75,000, the AAA's [Commercial Arbitration Rules](#) will apply, as modified by this Agreement. As in court, the arbitrator shall apply governing law, any counsel must comply with Federal Rule of Civil Procedure 11(b), and the arbitrator may impose any sanctions available under the AAA Rules, Rule 11, or other applicable law. The arbitrator also shall enforce statutes of limitations and other time-based defenses, offers of judgment/compromise and fee-shifting rules in the same way as a court would.

The arbitrator will have exclusive authority to resolve all issues, except that a court has exclusive authority to decide issues related to the arbitrability of a dispute, the enforceability of any part of this Section 11 (Arbitration and Dispute Resolution Agreement), and either party's compliance with Section 11.C (Informal Dispute Resolution). Except as provided in Section 11.F (Batch Arbitration), the arbitrator can award damages and other relief only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by the claimant's individual claim(s). The arbitrator will not be bound by decisions reached in other arbitrations. The arbitrator's award is final and binding on you and Etsy. Judgment on the award may be entered in any court with jurisdiction.

E. Arbitration Fees. Payment of all filing, case-management, administrative, hearing, and arbitrator fees ("Arbitration Fees") will be governed by the AAA's rules and fee schedules, unless otherwise stated in this Arbitration Agreement. If you are a consumer and your share of Arbitration Fees is more than you'd otherwise pay in court, let us know, and Etsy will pay the difference on your behalf.

F. Batch Arbitration. To ensure efficient resolution, if within a 90-day period, 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims (i.e., with the same or similar facts or events and legal issues) and are represented by the same or coordinated counsel, the disputes must be arbitrated in batches of up to 50 claimants each ("Batch"). Specifically, upon notice from either side, the AAA shall group the claimants into: (1) a single Batch (if there are 25-50 claimants), or (2) Batches of 50 claimants each, with a smaller, final Batch consisting of any remaining claimants (if there are more than 50 claimants). The AAA shall thereafter provide for the resolution of each Batch as a single consolidated arbitration with a single arbitrator appointed by the AAA, one set of Arbitration Fees, and one hearing (if any) per Batch to be held by videoconference (or in a place decided by the arbitrator). The parties will cooperate in good faith to implement this process and minimize the time and costs of arbitration. Any challenges to administrative determinations by AAA shall be heard by a single process arbitrator. If this Section 11.F is deemed unenforceable as to a particular claimant or Batch, then it shall be severed as to that claimant or Batch, and those parties shall arbitrate in individual proceedings.

G. Opt out. You have a limited right to opt out of this Arbitration Agreement (excluding Section 11.I). Specifically, if you are a new user of our Services, you can opt out of this Arbitration Agreement within 30 days after you first accept the Terms. If you are an existing user of our Services, you can opt out within 30 days after the effective date (listed above). To opt out, you must send a timely email to arbitrationoptout@etsy.com with your name, the email address for your account, your username and your shop name (if applicable), and a request to opt out of arbitration. If you validly opt out, neither Etsy nor you will be required to arbitrate as a result of this (or any prior version of the) Arbitration Agreement, but the Terms (and any other agreements between us) will otherwise apply to you. If we update the Terms after you validly opt out, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of arbitration.

H. Future Changes to the Arbitration Agreement. Etsy will notify you of material changes to this Arbitration Agreement at least 30 days before they become effective. You may reject future changes to the Arbitration Agreement by emailing arbitrationchanges@etsy.com within 30 days after you receive notice, including your name, email address associated with your account, and your Etsy account(s). Otherwise, you'll be bound by the change, and the modified Arbitration Agreement shall apply to all Disputes between you and Etsy, including those arising before the effective date of the changes, but excluding any claims pending in arbitration (or court, if permitted) as of the effective date. If you reject a change, you'll be bound by the most recent version of the Arbitration Agreement before the change you rejected.

I. Choice of Law and Forum. Etsy is based in New York, so if there are claims between you and Etsy that aren't subject to arbitration, you and Etsy each agree to litigate those claims exclusively in state or federal court in New York County, New York, and to submit to the personal jurisdiction of those courts. The exception is if you file in small claims court—you can do that in the county of your residence. Except as prohibited by law, these Terms, and all disputes between us, shall be governed exclusively by New York law, without regard to conflict-of-law rules, and U.S. federal law (including the Federal Arbitration Act). For clarity, this Section 11.I will continue to apply even if you validly opt out of arbitration under Section 11.G.

12. Dispute Resolution (Rest of World)

This Section 12 applies if your country of principal residence or establishment is within Europe (including the European Economic Area, Switzerland, and the United Kingdom), Asia, Australia, or Africa. Because your contract is with Etsy Ireland UC, we each agree that the Terms and any disputes between us will be exclusively governed by Irish law, and exclusively decided in the courts of Ireland, except to the extent prohibited by law. If you are an individual consumer, you may be entitled to invoke the mandatory consumer protection laws of your country of

residence, and/or to bring legal proceedings in the courts of that country. If Etsy needs to enforce its rights against you as an individual consumer, we will do so only in your country of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

If a dispute arises between you and Etsy, we encourage you to contact [Etsy Support](#) to seek a resolution, and/or to follow the Informal Dispute Resolution process outlined in Section 11.C above. For EU sellers, you may view information about the Platform-to-Business ("P2B") Regulation [here](#), and you may raise a concern related to P2B [here](#). You or Etsy also may refer qualifying disputes to mediation before the [Centre for Effective Dispute Resolution](#) or resolution through the [European Commission's online dispute resolution platform](#).

13. Changes to the Terms

We may update these Terms from time to time, including by adding entirely new terms and deleting existing terms. If the changes are material, we'll let you know in advance by posting the changes through the Services and/or sending you an email or message about the changes. Your use of the Services after the effective date of the changes constitutes your acceptance of the updated Terms. If you do not agree with the changes, you may close your account.

14. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Etsy regarding the Services. Except as provided in Section 11, if any part of the Terms is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and severed so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

15. Contact Information

If you have any questions about the Terms, please email us at legal@etsy.com.

Last updated on Jun 15, 2023

Yes! Send me exclusive offers, unique gift ideas, and personalized tips for shopping and selling on Etsy.

Enter your email

Subscribe

Etsy is powered by 100% renewable electricity.

Shop

Gift cards
Etsy Registry
Sitemap
Etsy blog
Etsy United Kingdom
Etsy Germany
Etsy Canada

Sell

Sell on Etsy
Teams
Forums
Affiliates & Creators

About Help

Etsy, Inc. Help Center
Policies Privacy settings
Investors
Careers
Press
Impact

Download the Etsy App

Exhibit B



Our House Rules

Get to know Etsy's legal terms and policies



[Our House Rules](#) / [Terms of Use](#)

Terms of Use



Welcome to Etsy. We're so glad you're here. Make yourself comfortable and have a good time, but please follow our house rules.

This policy took effect on July 24, 2023.

Please note that **Section 11** of the Terms below contains a binding arbitration agreement and class action waiver for users in North and South America. By agreeing to the Terms, you and Etsy agree to submit any disputes between us exclusively to individual arbitration and not to sue in court, except in the limited circumstances described below.

1. [Accepting These Terms](#)
2. [Those Other Documents We Mentioned](#)
3. [Your Privacy](#)
4. [Your Account with Etsy](#)
5. [Your Content](#)
6. [Your Use of Our Services](#)
7. [Termination](#)
8. [Warranties and Limitation of Liability \(or the Things You Can't Sue Us For\)](#)
9. [Indemnification \(and What Happens If You Get Us Sued\)](#)
0. [Disputes with Other Users](#)
11. [Arbitration and Dispute Resolution Agreement \(North and South America\)](#)
2. [Dispute Resolution \(Rest of World\)](#)
3. [Changes to the Terms](#)
4. [Some Finer Legal Points](#)
5. [Contact Information](#)

1. Accepting These Terms

This document and the other documents that we reference below make up our house rules, or what we officially call our Terms of Use (the "Terms" for short).

The Terms are a legally binding contract between you and Etsy. If you live in North America or South America, the contract is between you and Etsy, Inc.; if you live elsewhere, the contract is between you and Etsy Ireland UC, a subsidiary of Etsy, Inc. We'll just refer to Etsy, Inc. and all of its subsidiaries collectively as "Etsy."

Please note that [Section 11](#) contains an arbitration clause and class action waiver, applicable to users in North and South America, and explains how to opt out of arbitration. **Unless you validly opt out, you agree to resolve any disputes with Etsy exclusively through binding individual arbitration, with only limited exceptions. This means you and Etsy are waiving the right to sue in court, have a trial by jury, or participate in a class or representative action. Please read this Section carefully, as it affects your rights.**

This contract sets out your rights and responsibilities when you use Etsy.com, Pattern by Etsy, our mobile apps, and the other services provided by Etsy (we'll refer to all of these collectively as our "Services"), so please read it carefully. By using any of our Services (even just browsing one of our websites or apps), you're agreeing to the Terms. If you don't agree with the Terms, you may not use our Services. Agree with us? Great, read on!

2. Those Other Documents We Mentioned

Etsy's Services connect people around the world, both online and offline, to make, sell, and buy unique goods. Here's a handy guide to help you understand the specific rules that are relevant for you, depending on how you use the Services:

Our House Rules for Everyone. If you use any of our Services, you agree to these Terms, our [Privacy Policy](#), and our [Anti-Discrimination Policy](#).

Our House Rules for Sellers. If you list any items for sale through our Services, these policies apply to you. You can read them [here](#).

Our House Rules for Buyers. If you use our Services to browse or shop, these policies apply to you. You can read them [here](#).

Our House Rules for Third Parties. These policies apply to [intellectual property owners](#), [Etsy API users](#), [affiliates](#), and [anyone requesting information from Etsy](#).

Search and Advertising Ranking Disclosures. [This](#) is a concise summary of how Etsy organizes search results and advertising results that could include Your Content.

All of these policies are a part of our Terms, so be sure to read the ones that are relevant for you. Of course, you'll still want to read the rest of this document because it applies to everyone!

3. Your Privacy

We know your personal information is important to you, so it's important to us. Our [Privacy Policy](#) details how your information is collected, used and shared when you use our Services. By using our Services, you're also agreeing that we can process your information in the ways set out in the Privacy Policy, so please read it [here](#).

Both Etsy and sellers process members' personal information (for example, buyer name, email address, and shipping address) and are therefore considered separate and independent data controllers of buyers' personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a seller accidentally discloses a buyer's name and email address when fulfilling another buyer's order, the seller, not Etsy, will be responsible for that unauthorized disclosure.

If, however, you (as a seller) and Etsy are found to be joint data controllers of buyers' personal information, and if Etsy is sued, fined, or otherwise incurs expenses because of something that you did (or failed to do) as a joint data controller of buyer personal

information, then you agree to defend and indemnify Etsy in accordance with [Section 9](#) below.

4. Your Account with Etsy

You'll need to create an account with Etsy to use some of our Services. Here are a few rules about accounts with Etsy:

A. You must be 18 years or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 years are not permitted to use Etsy or the Services. You are responsible for any and all account activity conducted by a minor on your account, and there may be commercial products or services available that you may want to consider to limit a minor's access to material online. For more information, see Etsy's [Minors Policy](#).

B. Be honest with us. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

C. Choose an appropriate name. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone's intellectual property rights, or otherwise violates the Terms.

D. You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose financial information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Accounts are generally not transferable.

E. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure. [Here's a Help article on how to make your account more secure.](#)

F. Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and Etsy.

G. Cases and Appeals. To participate in our case system (as described in Section 10), or to appeal an action by Etsy, you must have an account.

[This detailed Help article](#) should answer any questions you may have about registering an account with Etsy.

5. Your Content

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it, which includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.

B. Permission to Use Your Content. By posting Your Content through our Services, you grant Etsy and, as authorized by Etsy in its sole discretion, third parties, a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help Etsy function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote it. For example, you acknowledge and agree Etsy may offer you or Etsy buyers promotions on the Site, from time to time, that may relate to your listings or other listings on Etsy.

C. Rights You Grant Etsy. (Here's the legalese version of the last section). By posting Your Content, you grant Etsy and, as authorized by Etsy in its sole discretion, third parties, a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote Etsy, your Etsy shop, other shops and listings, or the Services in general, in any formats and through any channels, including across any Etsy Services, our partners, or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using Your Content. You also recognize our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information.

That sounds like a lot, but it's necessary for us to keep Etsy going. Consider these examples: if you upload a photo or video of a listing on your Etsy shop, we have permission to display it to buyers, and we can resize or enhance it so it looks good to a buyer using our mobile app; if you post a description in English, we can translate it into French so a buyer in Paris can learn the story behind your item; and if you post a beautiful photo or video of your latest handmade necklace, we can feature it— often along with your shop name and shop picture— on our homepage, in one of our blogs or even on a billboard to help promote your business and Etsy's.

D. Reporting Unauthorized Content. Etsy has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please follow the steps listed in our [Intellectual Property Policy](#). If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive a report of infringement that complies with our policies, or terminating your account if you are found to be a repeat infringer. We'll notify you if any of that happens.

E. Inappropriate, False, or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on Etsy's Services (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our [Prohibited Items Policy](#), [Community Policy](#), or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

6. Your Use of Our Services

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services— subject to the Terms and the following restrictions in particular:

A. Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires, and to meet applicable legal requirements in applicable jurisdiction(s). This includes the sale and delivery of your items, such as age verification upon delivery, where required by law. You may not sell anything that violates any laws; you must comply with our [Sanctions Policy](#), and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against Etsy, another Etsy user, or a third party.

B. Pay Your Bills. You are responsible for paying all fees that you owe to Etsy. Except as set forth below, you are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services. Where applicable, Etsy will calculate, collect and remit value-added tax or VAT and sales tax. Some countries may refer to VAT using other terms, e.g. Goods and Services Tax (GST), but we'll just refer to VAT, GST, and any local sales taxes collectively as "VAT." Please see [this FAQ](#) and our [Fees & Payments Policy](#) for more information on taxes, including details on the taxes Etsy collects and remits from the buyers. Your fees, bills, taxes, and how you can pay them are fully explained in our [Fees & Payments Policy](#).

C. Don't Steal Our Stuff. You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services (including both Etsy Intellectual Property and Seller Content) without our express permission.. If you want to use our API, please follow our [API Terms of Use](#).

D. Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus, excessive requests to our site or platform, or other harmful computer code.

E. Follow Our Trademark Policy. The name "Etsy" and the other Etsy marks, phrases, logos, and designs that we use in connection with our Services (the Etsy Trademarks), are trademarks, service marks, or trade dress of Etsy in the US and other countries. If you'd like to use our trademarks, you agree to follow our [Trademark Policy](#).

F. Share Your Ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any ideas or other materials you submit to Etsy (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

G. Talk to Us Online. From time to time, Etsy will provide you with certain legal information in writing. By using our Services, you're agreeing to our [Electronic Communications Policy](#), which describes how we provide that information to you. It says that we can send you information electronically (such as by email) instead of mailing you paper copies (it's better for the environment), and that your electronic agreement is the same as your signature on paper.

7. Termination

Termination By You. We'd hate to see you go, but you may terminate your account with Etsy at any time from your account settings. You can find more information in this [Help article](#). Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By Etsy. We may terminate or suspend your account (and any accounts Etsy determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our websites or mobile apps. Generally, Etsy will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or Etsy terminate your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services Etsy reserves the right to change, suspend, or discontinue any of the Services for you, any or all users, at any time, for any reason, including those laid out in Etsy's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

8. Warranties and Limitation of Liability (or the Things You Can't Sue Us For)

Items You Purchase. You understand that Etsy does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent sellers, so Etsy cannot and does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release Etsy from any claims related to items sold through

our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

Content You Access. You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Etsy is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With. You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person. [This Help article](#) has some good advice about handling in-person meetings.

Third-Party Services. Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Etsy is not a party to those agreements; they are solely between you and the third party.

Gift Cards and Promotions. You acknowledge that Etsy does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

WARRANTIES. ETSY IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER ETSY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES) SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL ETSY'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF: (A) \$100, (B) ANY AMOUNTS DUE UNDER THE ETSY PURCHASE PROTECTION PROGRAM UP TO THE PRICE YOU PAID FOR AN ITEM SOLD BY A THIRD PARTY ON ETSY (INCLUDING ANY APPLICABLE SALES TAX) AND ITS ORIGINAL SHIPPING COSTS, OR (C) THE AMOUNT YOU PAID ETSY IN FEES IN THE PAST 12 MONTHS PRIOR TO ANY ACTION

GIVING RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification (and What Happens If You Get Us Sued)

We hope this never happens, but if Etsy gets sued or receives a claim, notice, or demand because of something that you did (or failed to do), you agree to defend and indemnify us. That means, without limitation, you'll defend, reimburse, compensate, and hold Etsy (including any of our employees, officers, directors, agents, subsidiaries, and affiliates) harmless from any allegation, claim, demand, lawsuit, loss, liability, or expense of any kind (including reasonable attorneys' fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, items you buy or sell through the Services, and/or your actual or alleged violation of any law or any third party's rights. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

10. Disputes with Other Users

If you find yourself in a dispute with another user of Etsy's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Case System. Buyers and sellers who are unable to resolve a dispute related to a transaction on our websites or mobile apps may participate in our case system with a registered account. You can find details about the case system in [this Help article](#). In our sole discretion, Etsy will attempt to help you resolve disputes in good faith, but we will not make judgments or determinations regarding legal issues or claims. Etsy has no obligation to resolve, or to assist in resolving, any disputes.

Release of Etsy. You release Etsy from any claims, demands, and damages arising out of disputes with other users or third parties.

11. Arbitration Agreement and Class Action Waiver

If you're upset with us, let us know, and we'll work together in good faith to resolve your issue. But if we can't work it out, then you and Etsy (including our employees, officers, directors, agents, subsidiaries, and affiliates) agree to submit our disputes exclusively to binding individual arbitration, and we won't sue each other in court before a judge or jury, except in the limited circumstances described below.

This Section 11 (which we'll also refer to as the "Arbitration Agreement" or "Agreement") applies only if you are a user in North or South America, and applies to the fullest extent allowable by law.

Please read this Section carefully, as it affects your rights.

A. Disputes that We'll Arbitrate. You and Etsy agree to mandatory individual arbitration for all claims arising from or relating to the Services, these and prior versions of the Terms, any products, data, or content bought, sold, offered, accessed, displayed, transmitted, or listed through the Services, and actions or statements by Etsy or its users, in each case including disputes that arose before the effective date of these Terms (each, a "**Dispute**"). The exception is that we each may (1) bring qualifying individual claims in "small claims" court, so long as those claims remain in small claims court; and (2) seek injunctive relief in court for infringement or misuse of intellectual property rights (like trademarks, copyrights, and patents). **All other Disputes must be arbitrated, which means you and Etsy are each waiving your right to sue in court and have a court or jury trial.**

B. Class and Representative Action Waiver. You and Etsy agree that each of us may bring claims against the other **only on an individual basis, and not on a class, representative, or collective basis (and we each waive any right we have to bring such claims).** We each may only seek or obtain individualized relief, and, except as provided in Section 11.F (Batch Arbitration), disputes between

us cannot be arbitrated or consolidated with those of any other person or entity. If a court (after exhaustion of all appeals) decides that any part of this Section 11.B is unenforceable as to a particular claim or request for relief (e.g., public injunctive relief), then solely that particular claim or request for relief shall be severed from the arbitration and may be litigated in court (but only after the arbitrator issues an award on the arbitrable claims and remedies).

C. Informal Dispute Resolution. Before filing an arbitration, you and Etsy will try in good faith to resolve any Dispute informally. To start the dispute process, you must send an individualized written notice (“Notice of Dispute”) to disputeresolution@etsy.com that includes (1) your name, phone number, username and shop name (if applicable), and email address for your account, and (2) a description of the Dispute and how you’d like it resolved. If Etsy has a Dispute with you, we will send a Notice of Dispute with the same information to the email address for your account. Once a complete Notice of Dispute has been received, the recipient has 60 days to investigate the claims. If either side requests a settlement conference during this period, then you and Etsy must cooperate to schedule that meeting by phone or videoconference. You and Etsy each will personally participate and can each bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the notice is received until the later of (i) 60 days, or (ii) after a timely requested settlement conference is completed (“Informal Resolution Period”). An arbitration cannot be filed until the Informal Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this Section.

D. Arbitration Rules and Procedures. To initiate arbitration, either you or we must file an arbitration demand with the American Arbitration Association (“AAA”). You may serve Etsy with any arbitration demand by mail to: Etsy, Inc. c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801. If Etsy has a dispute with you, we will send an arbitration demand to the email address for your account. If the AAA cannot or will not administer the arbitration in accordance with Section 11, you and we will select another provider (and if we can’t agree, a court will choose the provider).

The arbitration will be conducted in the English language by a single arbitrator. The arbitration hearing (if any) will be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. If an in-person hearing is required, it will be held in the county where you live (for US residents), New York County, New York (for non-US residents), or as determined by the arbitrator (in the case of Batch Arbitration).

The arbitration will be decided under AAA’s Consumer Arbitration Rules, as modified by this Agreement. But if you are using the Services as a business and either your or Etsy’s claims exceed \$75,000, the AAA’s Commercial Arbitration Rules will apply, as modified by this Agreement. As in court, the arbitrator shall apply governing law, any counsel must comply with Federal Rule of Civil Procedure 11(b), and the arbitrator may impose any sanctions available under the AAA Rules, Rule 11, or other applicable law. The arbitrator also shall enforce statutes of limitations and other time-based defenses, offers of judgment/compromise and fee-shifting rules in the same way as a court would.

The arbitrator will have exclusive authority to resolve all issues, except that a court has exclusive authority to decide issues related to the arbitrability of a dispute, the enforceability of any part of this Section 11 (Arbitration and Dispute Resolution Agreement), and either party’s compliance with Section 11.C (Informal Dispute Resolution). Except as provided in Section 11.F (Batch Arbitration), the arbitrator can award damages and other relief only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by the claimant’s individual claim(s). The arbitrator will not be bound by decisions reached in other arbitrations. The arbitrator’s award is final and binding on you and Etsy. Judgment on the award may be entered in any court with jurisdiction.

E. Arbitration Fees. Payment of all filing, case-management, administrative, hearing, and arbitrator fees (“Arbitration Fees”) will be governed by the AAA’s rules and fee schedules, unless otherwise stated in this Arbitration Agreement. If you are a consumer and your share of Arbitration Fees is more than you’d otherwise pay in court, let us know, and Etsy will pay the difference on your behalf.

F. Batch Arbitration. To ensure efficient resolution, if within a 90-day period, 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims (i.e., with the same or similar facts or events and legal issues) and are represented by the same or

coordinated counsel, the disputes must be arbitrated in batches of up to 50 claimants each (“Batch”). Specifically, upon notice from either side, the AAA shall group the claimants into: (1) a single Batch (if there are 25-50 claimants), or (2) Batches of 50 claimants each, with a smaller, final Batch consisting of any remaining claimants (if there are more than 50 claimants). The AAA shall thereafter provide for the resolution of each Batch as a single consolidated arbitration with a single arbitrator appointed by the AAA, one set of Arbitration Fees, and one hearing (if any) per Batch to be held by videoconference (or in a place decided by the arbitrator). The parties will cooperate in good faith to implement this process and minimize the time and costs of arbitration. Any challenges to administrative determinations by AAA shall be heard by a single process arbitrator. If this Section 11.F is deemed unenforceable as to a particular claimant or Batch, then it shall be severed as to that claimant or Batch, and those parties shall arbitrate in individual proceedings.

G. Opt out. You have a limited right to opt out of this Arbitration Agreement (excluding Section 11.I). Specifically, if you are a new user of our Services, you can opt out of this Arbitration Agreement within 30 days after you first accept the Terms. If you are an existing user of our Services, you can opt out within 30 days after the effective date (listed above). To opt out, you must send a timely email to arbitrationoptout@etsy.com with your name, the email address for your account, your username and your shop name (if applicable), and a request to opt out of arbitration. If you validly opt out, neither Etsy nor you will be required to arbitrate as a result of this (or any prior version of the) Arbitration Agreement, but the Terms (and any other agreements between us) will otherwise apply to you. If we update the Terms after you validly opt out, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of arbitration.

H. Future Changes to the Arbitration Agreement. Etsy will notify you of material changes to this Arbitration Agreement at least 30 days before they become effective. You may reject future changes to the Arbitration Agreement by emailing arbitrationchanges@etsy.com within 30 days after you receive notice, including your name, email address associated with your account, and your Etsy account(s). Otherwise, you’ll be bound by the change, and the modified Arbitration Agreement shall apply to all Disputes between you and Etsy, including those arising before the effective date of the changes, but excluding any claims pending in arbitration (or court, if permitted) as of the effective date. If you reject a change, you’ll be bound by the most recent version of the Arbitration Agreement before the change you rejected.

I. Choice of Law and Forum. Etsy is based in New York, so if there are claims between you and Etsy that aren’t subject to arbitration, you and Etsy each agree to litigate those claims exclusively in state or federal court in New York County, New York, and to submit to the personal jurisdiction of those courts. The exception is if you file in small claims court—you can do that in the county of your residence. Except as prohibited by law, these Terms, and all disputes between us, shall be governed exclusively by New York law, without regard to conflict-of-law rules, and U.S. federal law (including the Federal Arbitration Act). For clarity, this Section 11.I will continue to apply even if you validly opt out of arbitration under Section 11.G.

12. Dispute Resolution (Rest of World)

This Section 12 applies if your country of principal residence or establishment is within Europe (including the European Economic Area, Switzerland, and the United Kingdom), Asia, Australia, or Africa. Because your contract is with Etsy Ireland UC, we each agree that the Terms and any disputes between us will be exclusively governed by Irish law, and exclusively decided in the courts of Ireland, except to the extent prohibited by law. If you are an individual consumer, you may be entitled to invoke the mandatory consumer protection laws of your country of residence, and/or to bring legal proceedings in the courts of that country. If Etsy needs to enforce its rights against you as an individual consumer, we will do so only in your country of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

If a dispute arises between you and Etsy, we encourage you to contact [Etsy Support](#) to seek a resolution, and/or to follow the Informal Dispute Resolution process outlined in Section 11.C above. For EU sellers, you may view information about the Platform-to-Business (“P2B”) Regulation [here](#), and you may raise a concern related to P2B [here](#). You or Etsy also may refer qualifying disputes

to mediation before the [Centre for Effective Dispute Resolution](#) or resolution through the [European Commission's online dispute resolution platform](#).

13. Changes to the Terms

We may update these Terms from time to time, including by adding entirely new terms and deleting existing terms. If the changes are material, we'll let you know in advance by posting the changes through the Services and/or sending you an email or message about the changes. Your use of the Services after the effective date of the changes constitutes your acceptance of the updated Terms. If you do not agree with the changes, you may close your account.

14. Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Etsy regarding the Services. Except as provided in Section 11, if any part of the Terms is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and severed so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

15. Contact Information

If you have any questions about the Terms, please email us at legal@etsy.com.

Last updated on Nov 30, 2023

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Gift cards	Sell on Etsy	Etsy, Inc.	Help Center
Etsy Registry	Teams	Policies	Privacy settings
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CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is Wells Fargo Center, South Tower, 355 S. Grand Avenue, Suite 4200, Los Angeles, California 90071-3103. On July 18, 2024, I caused the service of the foregoing document described as **DECLARATION OF DANIEL SAAD IN SUPPORT OF DEFENDANT ETSY, INC.'S MOTION TO COMPEL ARBITRATION OR, IN THE ALTERNATIVE, TRANSFER VENUE**, addressed as follows:

Rachel S. Doughty
Jennifer Rae Lovko
GREENFIRE LAW, PC
2748 Adeline Street, Suite A
Berkeley, CA 94703
Telephone: (510) 900-9502
Fax: (510) 900-9502
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rlovko@greenfirelaw.com

Attorneys for Plaintiff
AS YOU SOW

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices.

☒ **(BY ELECTRONIC TRANSMISSION):** I caused such document to be served electronically to the person's electronic service address by transmitting a PDF format copy of such document(s) to each person at the e-mail addresses set forth above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 18, 2024, at Los Angeles, California.

/s/ Miguelina Mendez
Miguelina Mendez